

1897-059 Chancery Causes Elisha F. Sprinkle vs. James R. Eley &c
Lee Co.

Orr, Goins, Wygal, Haburn, Edwards, Mink, Elliott

1 Plat

CA-Debt
T-Property

-Deed

To the Honorable H.S.R. Morison Judge of the Circuit Court of Lee County Virginia,

Humbly complaining your Orator E.F. Sprinkle a citizen &c would respectfully state and show to your Honor that on the ~~10th~~ day of ~~October~~ 1890, he was the owner in fee of a valuable tract of land, situated in Lee County Virginia, in what is known as the "Poor Valley" adjoining the lands of William Pennington and other? containing ~~120~~ acres more or less: that on said day aforesaid, he at the special instance and request of James R. Ely Sarah C. Ely and Charles N. Ely, swapped or exchanged said tract of land to them the said Elys for a tract of land which they owned or claimed to own, situated on the Sulphur Spring road, about two miles from the town of Jonesville: that at the time of said exchange aforesaid the said Elys owed on the purchase price of said land the sum of \$520.00 which constituted a vendors lien thereon, that said sum of money was not then due, and that the said Elys assured your orator that they would pay off and discharge said sum as soon as the same become due, your orator confiding in the said promises and undertakings of the said Elys to remove said lien, on the 10th day of October 1890, at the special request of the said Elys conveyed said Poor valley tract of land to the said Sarah C. Ely. Your Orator will now show your Honor that in order to protect himself against the sum due by the said Elys on the tract of land exchanged by them to him, he retained in the deed aforesaid an alien on the land conveyed by him to them, to secure the payment of the said sum of \$520.00 due by them on the said land conveyed by them to him. Your Orator will now show your Honor that the said Elys have not paid said sum of money or any part thereof and the same is now due, and A.L. Pridemore the holder and owner of one of the notes executed by said Elys has instituted suit in this Honorable Court and has at this term obtained a decree for the sum of \$260.00 with interest thereon from the 1st day of January 1890 till paid and the costs of said suit and for a sale of the land now owned by your orator, unless the said Elys or some one for them shall sooner pay said debt. Your Orator will now show your Honor that the said Elys are making no effort to pay said debt and are not in a condition to pay the same. Your Orator will further show your

COMPTON BILL INT.
TO THE HONORABLE F. S. HOLBORN, JUDGE OF THE DISTRICT COURT OF 1898

Honor that the said Sarah C. Ely is now cutting and preparing to have sawed in to lumber all the valuable timber on the said tract of land conveyed by your orator to her: that there has been cut and hauled to a point for sawing, logs amounting to some sixty or seventy thousand feet: that it is the purpose of said Elys to have said logs sawed into lumber as soon as the same can be done and when sawed to sell the same to some one of the various lumber dealers that are now operating along the line of the L. & N. R. R., that a said tract of land so conveyed by your orator to the said Sarah C. Ely is valuable principally for the timber and mineral thereon; that in fact the timber is the principal thing of value on said land that is visible at this time. Your Honor will see from an inspection of said deed made by your Orator to the said Sarah C. Ely that he only retained a vendor lien on all of said tract of land except 60 acres on the west end of said tract. Your orator will now show your Honor that the timber cut by the said Elys has been principally cut from the land on which your orator has said lien, and your Orator will now show your Honor that if said Elys are allowed to remove and dispose of said timber thus cut by them from said land that his ^{security} lien will be so lessened, that the value of said tract of land will be so materially decreased that his lien so retained will be almost valueless, certainly not sufficient to secure him against loss on account of the lien still existing on the land exchanged by said Elys to him. Your Orator will now show your Honor that the said Ely by deed dated on the 10th day of October 1890 conveyed to him the tract of land so exchanged to him as aforesaid that said conveyance is one of general warranty, but that this warranty is of no value against them personally as they are almost if not entirely insolvent.

A copy of the deed made by your Orator to the said Sarah C. Ely is filed herewith as part hereof marked "A" and a copy of the deed made by them to your Orator is herewith filed marked "B" and each are asked to be made a part of this bill.

The object of this bill is to enjoin and inhibit the said Elys or any of them from selling or disposing of said timber or any part thereof, to have a receiver appointed to take charge of and sell said timber and apply the proceeds thereof to the payment of said

E. H. Sprinkle
95- $\frac{1}{3}$ Bill. for August
James R. Ely et al

892 1st July Rule,

Bill Head Spr
Engel & D. Wisc.

11 2^d July Rules cont

17 July 11

" 17 2 Sept " "

100 Rules Count

H.C.	11.72
S.	4.20
J.P.	5.00
Wils	2.50
Atty	15.00
Est.	5.00

\$43.42

20.79

6.4, 2!

To the Honorable H.S.K.Morrison, Judge of the Circuit Court of Lee County, Virginia:

Humbly complaining, your orator, Elisha F.Sprinkle, would respectfully represent and show unto your honor, that heretofore, to wit, on the 13th day of June 1892, he filed in the Circuit Court of Lee County his original bill praying for an injunction to restrain and inhibit James R.Ely, Sarah C.Ely, and Charles N.Ely from cutting and removing timber from the lands in the bill and proceedings mentioned. In that bill your orator showed to your honor that on the 10th day of October, 1890, he was the owner in fee of a tract of land containing 120 acres more or less, situated in the Poor Valley, in Lee County, and that on that day he exchanged said tract of land to the said Elys for a tract of land owned or claimed by them lying on the Surprur Spring road, about two miles from the town of Jonesville, and in said bill your orator showed to your honor that the said Elys conveyed said tract of land to him with covenants of general warranty, and that at the time of said ~~an~~ conveyance they owed on said land the sum of \$520.00 for which a lien had been reserved in the deed conveying said lands to them, which said lien they solemnly asured your orator they would pay off and discharge as the same became due. Your orator further showed your honor in said original bill, that at the request of the said Elys, he conveyed said ~~t~~ Poor Valley tract of land to the said Sarah C.Ely, retaining a lien on the Eastern half thereof for the purpose of securing himself against the lien then existing upon the tract of land exchanged by the said Ely to him, and in said bill your orator further showed your honor that said Elys had failed to pay the \$520.00 due by them on said tract of land, and that A.L.Pridemore, the holder and owner of one of the notes executed by the said Ely for the purchase price of said land, had instituted a suit in your honor's court to enforce said lien, and at the June term 1892 thereof, had obtained a decree for the amount of his debt and for a sale of the tract of land conveyed to your orator by the said Elys and on which said lien had been retained. And now by way of Amendment to said original bill your orator will show your honor that on the 15th day of May 1893 the Commissioner appointed for the purpose sold said tract of land (the same which the said Elys conveyed to your orator)

and at said sale, one William P. Wood became the purchaser at the price of four hundred and fifty dollars \$450.00, which said sale was duly reported to the court and confirmed a decree entered in the chancery cause of A.L. Pridemore vs. James R. Ely et als. on the ____ day of ____ 1893, which proceedings as your orator is advised amount ^{to his} a legal eviction from said land, ^{and entitles him to damages for the breach of warranty of said} and gives him a right of action against the said Sarah C. Ely to enforce the lien retained by him in said deed aforesaid for the value of the tract of land conveyed to him by the said Elys and which he has lost by said judicial proceedings aforesaid, your orator refers to and makes a part of this ^{amended} bill the bill and proceeding in the cause of himself against James R. Ely et als. still pending in this court and he likewise refers to and makes a part of this amended bill the bill, decrees, and reports in the chancery cause of A.L. Pridemore against James R. Ely et als also still pending in this honorable court. Tract of land

Your orator will further show your honor that since making said exchange of land to wit on the ____ day of January 1893 he sold to the said James R. Ely, ^{& Sarah C. Ely} another parcel of land adjoining the tract of land theretofore sold to the said Elys and conveyed to the said Sarah C. Ely, lying on the south side of said tract of land, in fact it is a part of the same tract, and the part heretofore conveyed was cut off of said original tract. The tract last sold contains by estimation 21 acres the purchase price which the said Elys agreed to pay was \$200.00 of which they have paid the sum of \$150.00, the residue of \$50.00 with its interest is still due and unpaid and is evidenced by a note for that sum which is herewith filed as part hereof marked "note". At the time of said conveyance your orator executed a title bond, and delivered it to them and he supposes the same is still in their possession, and he files herewith a deed conveying said 21 acres of land to the said James R. Ely and Sarah C. Ely, his wife, to be delivered to them upon the payment of the purchase price of said tract or parcel of land. Said deed is marked "X". Now the object of this amended bill is to enforce again said tract of land described in the deed dated on the 10th day of October 1890 the lien therein retained, to recover damages against the said James R. Ely, Sarah C. Ely and Charles N. Ely for the breach of warranty contained in the deed of the said Elys to your orator dated on the said

10th day of October 1890 and filed as exhibit "B" with his original bill, and to compel the payment of said damages out of said tract of land, and to have specifically executed the sale made to the said Elys of the said 21 acre tract aforesaid and to compel the payment of ~~the~~ payment of the balance of the purchase money due thereon, And being without adequate remedy at law, and properly relievable in a court of chancery, he prays your honor to take cognisance of his cause and grant him proper relief. To this end he makes James R. Ely, Sarah C. Ely, and Charles N. Ely ~~the~~ the parties defendant to this bill, and prays that they each be required to answer the same, but they need not answer on their oaths, that being expressly waived: that upon a final hearing the said defendants be required to clear up the title of the tract of land conveyed by them to your orator, or failing in that, that the damages sustained by your orator by the loss of said land be ascertained and that the same be enforced as a lien against the tract of land described in the deed filed with your orator's original bill as exhibit "O": that your orator be given a decree against the said James R. Ely and Sarah C. Ely for the balance due him on said 21 acre tract: that said contract in reference thereto be specifically performed, and said tract or parcel of land or enough thereof for the purpose be sold to pay the balance due thereon: that if in anywise mistaken in his special prayers or in any of them, then he prays for full general relief. May Sp. issue &c.

Samuel H. Hyatt, p. q.

~~H.C. 11.72~~

M.C. 7.54

Wit 1.00

Hyatt. Cou 12.28

~~866.25~~

20.79

2^d Feby 1894

Elisha F. Sprinkle ..

vs. Amended Bill in Chy.

James R. Elv et als.

Duncan & Hyatt, p.c.

1894 2^d Feby Rules
Amended Bill filed
Spa & D. & D. Case
1st March. Rules taken
last Monday in Feby
D. & C. Cause set
for hearing by Ref.

50\$ By the 1 day of Jan. 1894. we
or either of us promise to pay E. F. Sprinkle
fifty dollars (50\$) value recd. being for
land. & we hereby waive our right to the
homestead law. witness our hands & seals
Jan 1. 1892.

Sarah C. Ely Seal
J. R. Ely Seal

J R. El. El wife
to 3 Note 578.

E. F. Spinkels

Due Jan 1. 1894

Virginia: In the circuit court of Lee County.
To the Hon. W. T. Miller, Judge of said court:
Your petitioner, James W. Orr, a citizen of
said county and State, would respectfully
represent and show that there is a Chancery
Cause of E. F. Sprinkle vs James R. Ely et al
now pending in your honor's court; that a
decree was therein rendered on the day of June
1895 appointing L. J. Hyatt a Special Commissioner
to sell the land described in said ^{suit of 60 A + 20 A}; that sale was
made on the 18th day of November, 1895, to E. F. Sprin-
kle at the price of \$60 ⁰⁰. Your petitioner here
files his bond with R. W. Blankenship as his
security binding himself to bid the sum of
\$100 ⁰⁰ for said land on a re-sale thereof,
thence upsetting or raising the bid for the same
in the sum of \$40 ⁰⁰.

The prayer of your petitioner is that he be
allowed to bid the sum of \$100 ⁰⁰ for the
land in the suit named, and as in
duty bound he will ever pray.

Wm A. Orr, Atty
for J. W. Orr

E. F. Sprinkle

vs } Petition of J. W. Orr

J. R. Ely et al

Filed in open
Court and by leave
thereof March 5th
1896



A B Munsey
Clerk

Wm A. Orr, Atty

I know all over by these presents that we J. W. Orr,
and G. W. Blankenship, his security, are held and
firmly bound unto the Commonwealth of Va
in the sum of Two hundred dollars, and
they remain the Homestead as to this bond.
Witness the following signatures and seals,
this March 5th, 1896.

The condition of the above obligation is such
that whereas the above bound J. W. Orr has
petitioned the Circuit Court of Lee County, Va.,
to allow him to upset the bid and sale of
two pieces of land, one containing 60 acres
and the other 20 acres, made to E. F. Sprinkle
by L. T. Hyatt, Special Commissioner in the Chy
Cause of said Sprinkle vs J. R. Ely et al now
pending in the said court, which sale was made
on the 18th day of November, 1895, at the price of
\$600⁰⁰.

Now, if the said J. W. Orr is allowed to raise
said bid to the sum of \$100⁰⁰ by said
court, and if he starts said land at the
price of \$100⁰⁰ at a re-sale thereof and
otherwise complies with the terms of the
decree of sale, then this bond shall be
null and void, otherwise the same
shall remain in full force and virtue.

James W. Orr. 
Geo. W. Blankenship. 

Commonwealth

Y^{rs} of Barb.

prodrat at

To the Honorable H. S. H. Morrison
Judge of the Circuit Court for
Lee County Virginia.

The joint answer and
answer of J. R. Ely, Sarah
C. Ely and C. N. Ely to a bill
of complaint
filed against them in this
court by E. F. Sprinkle.
Respondents say that said
bill is not sufficient
in law, but should further
answer be required of
them they answer and
say;

That it is true that the
exchange of the ^{two} tracts of
land mentioned in said bill,
was made between complain-
ant and respondents at the
time stated; that it is true
that respondents owed on the tract
of land exchanged by them a
balance of purchase money, but
that it was not \$520⁰⁰, as claimed
by complainant, but allege
that it was \$510⁰⁰ of principal,
and that there was a vendor's
lien retained for said

by their vendors Joseph Williams & wife,
balance of purchase money,
that it is true they promised
to pay off said purchase money,
where the same became due,
and made efforts and contracts
to carry out said promise, but
was prevented from completing their
contracts so as to pay off said
money by the interference of the
Complainant; that Complainant on the
10th day of October 1890, conveyed
the Poor Valley tract of land to
them.

Respondents say that it is
not true that Complainant
retained a lien on all the
land conveyed by him
to them to secure the payment
of the sum of \$520⁰⁰, and
allege that a lien was retained
only on the East end of said
tract of land, and not on the
60 acres on the West end, nor
on the 21 acres South of
the Poor Valley road^{See exhibit "D"}; that
it is true, as they suppose, such
proceedings have been instituted

by A. L. Pincorne, and
that a decree has been obtained
as stated by complainant in
his bill,

Respondents deny that they
have made no efforts
to pay off said ~~sum~~ of
money due by them to their
vendor Joseph Williams.

Respondents deny that they or the
said Joseph L. Ely is cutting
and preparing to have sawed
into lumber all the valuable
timber on said tract of land
conveyed by complainant to Joseph L.
Ely, but allege that it was the
principal part of the paper and a
small quantity of oak, amounting
from 65,000 feet to 80,000 feet in
all; and that the principal
part or about two thirds
of said amount came off of
the land not covered by
said complainant's lien.
Respondents say it is true
that the timber so cut by
them has been sawed to a
point for the purpose of

of being sawed into lumber,
but allege that this point
to which said timber has been
so hauled is at a point off
of and away ^{from} that part of
the land covered by said
levy, and was not on
that part of said land on
which said levy was
retained at the time of
the institution of this
suit, or when this injunc-
tion was granted, and
said timber, had in fact,
been sold to one Newton
Mygatt on the 13th day of
June 1892.

Respondents again deny
that this timber was taken
from that part of the
land covered by said
levy, they deny that said
land is valuable only
for its mineral and timber,
but they allege that said land
upon which said levy is retained
is the most valuable part of

The tract, and respondents
have improved the same
to a considerable extent
since said exchange
and said improvements are
^{worth} more to said land than the
timber taken therefrom.

Respondents while they admit
they are not in as good finan-
cial condition as they would
like to be, they deny that
they are insolvent.

Respondents will now show
your honor that they
were once so anxious
to comply with their un-
dertaking and make the
complainant-sure, they
proposed to resins the trade
and let him have back his
land with the improvements
thereon and the logs hauled to
the said saw-mill set, if complain-
ant would pay for the cutting
and hauling of said logs. and
this complainant refused to
do.

Respondents having now answered

said bill as fully as they as
they are advised it is necessary
for them to answer, they
pray that said injunction
may be decreed to be dissolved
and they may be hence dismissed
with their reasonable costs
and damages. And he
will ever pray etc,

James W. Orr,
B. H. Swell,
attys for Respondents

E. F. Sprinkle
Answer of
vs J. R. S. C. & Co.
Ely.
James R. Ely et al.

Filed by leave of
the Court, March
10th 1893. J. A. G. Hyatt

To the Honorable W. J. Miller Judge
of the Circuit-Court for Lee County Virginia
The joint-debtor and answer
of James R. Ely, Sarah C. Ely
and Charles R. Ely, to an amended
bill filed in this honorable
Court against them by Elisha
F. Sprinkle.

For answer thereto the respondents
say that plaintiffs said amended
bill is not sufficient in law
but should further answer be
required, they answer as follows:
That the allegations of said amended
bill as to the exchange of lands are
substantially true, and it is true
that the plaintiff in his deed for
the Poor Valley tract of land to re-
spondent Sarah C. Ely, retained a
lien on the Eastern portion or
end of said tract of land, and
conveyed in said deed the entire
tract, but as to sixty acres on the
West end of said tract, the said
sixty acres was excepted from
said lien, and conveyed free
from any lien thereon. See
deed with plaintiff's bill, marked
"D"; that it is true the plaintiff
has the right to enforce his said
lien on that portion of said
tract of land lying East of
the said sixty acres, but
respondents deny the right of the

plaintiff. To enforce any such
lien against the said sixty acres
on the West end of said tract, or
to subject ^{the said sixty acres} to the payment of any
claim which he may recover, if any,
in this suit, on account of the
sale of the Williams tract of land,
Respondents here state that the
plaintiff is mistaken as to the
amount due on the Williams
tract of land, and they here
allege that the correct amount
is ^{at first a balance of} \$510⁰⁰, instead of \$520⁰⁰, as
alleged in said bill.

Respondents will now show
your honor that the said 60 acres
part of the said Poor Valley tract
was on the day of
1894, sold and conveyed by
respondent Sarah C. Ely &
James M. Orr, and the said deed
will, if necessary, be filed here
with "Marked" "Orr", and is prayed
to be considered as part hereof.
The proceeds of said sale to said
Orr after settling some attorney
fees due said Orr were applied
to the judgment of W. P. Wood, said
judgment being part of the
liability against respondents
on account of the Williams
tract of land, and of which plaintiff
cannot reasonably complain.
And as to the 21 acre tract that was

and the proceeds likewise applied, after the payment of the \$30⁰⁰ note for purchase money filed with said bill.

And your respondents after applying the said proceeds of the said two sales to the \$250⁰⁰ judgment in favor of said W. O. Wood, and which judgment is for a part of the purchase money for said Williams land, and for which the said lien was retained on the said Eastern portion of said Poor Valley land, also sold to the said Wood's wife a small tract of land near Wesley's Chapel in Sec. 20. var., and the price of the same was likewise applied to said judgment of said Wood, and these payments were in full satisfaction of said Wood judgment and said judgment was to have been, and should be endorsed satisfied.

Respondents deny the right of the plaintiff to interfere with the vendors of the said sixty and 21 acre tracts, or to subject the same to payment of his debt, that may be due him, if any, on account of the Williams tract of land, and they deny his right to recover in this suit any more damages than are

amount equal to the sum recovered
and enforced against said Williams
tract and still remaining unpaid,
Your respondents are advised,
that in order to a proper decision
of this case, an account should
be taken by a Commissioner,
ascertaining the amount ^{if any} due
the plaintiffs and that is a lien
that he has a right to enforce, and
against what lands, if any, on which
the same should be enforced, and
the value of said land,
And respondents here admit
so far as applicable to this
amended ^{bill} their answer
filed to the plaintiffs original
bill in this case.

And now having fully answered,
they pray to be hence dismissed
with their reasonable costs
in this behalf expended.

James H. Orr
J. H. Sewell, Jr.

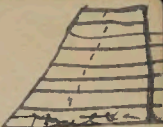
James H. Ely et al.,

vs
Answer

Elisha F. Sprinckley

Filed in open court and
by leave thereof March
the 9th 1898

A. B. Murray Clerk



To The Honorable H.S. R.
Morrison, Judge of the Circuit Court of
Lee County, Virginia:

The Answer of Newton Wygal
to a rule issued against him from the
Honorable Court in the Chancery
Cause of E. F. Sprinkle vs J. B. Ely et al
to show cause if any he can why
he should not be fined, &c., for selling,
hauling away & removing the lumber
cut, sawed & manufactured from the
logs cut from the land in the Bill &
proceedings mentioned.

For Answer says, that before
this suit was instituted in Chancery,
to wit: on the 13th day of June 1892, and
before the injunction was granted in
this said Bill he purchased a lot
of logs that were cut & yorded and
which were not even at that
date located on the land mentioned
in Complainants' Bill nor never have
been since, and which he has since
converted into lumber; and at the time
he purchased & converted the logs into
lumber he was not aware of & here
denies was subject to the Com-
plainants' lien not being located upon
the said land, he is advised that he

was not inhibited from cutting removing & disposing of the same in the injunction order in said cause. Certainly he did not intend any contempt to the Honorable Court or its said orders. (See contract of purchase herewith filed marked "W".)

The said logs came off of different tracts of land and some may have come from off the land in the Bill mentioned; but they were removed & purchased long before the said injunction was granted and were not at the time of said purchase on said land.

And now having fully answered said rule he prays to be hence dismissed.

Jackson & Blankenship,
P. J.

Sworn to before me by Newton
Mygal, June 8/89

J. M. Hyatt
Clerk

E. F. Sprinkle
as $\frac{1}{2}$ Answer to Rule of Master
NY 801.
J. B. Ely et al -

Filed in open
Court by leave
thereof June 8th 1893.
J. A. Hyatt

This answer is ex-
plained to be because it is
vague and shows
no grounds of de-
fense to said rule
and gives no legal
or valid reason for
removing suitors
and saying said per-
son. He does not an-
swer as to whether or
not he had knowledge
of the defendants
when he removed
said timber.

Done at New York
this 10th day of June 1893

E. F. Spruille
vs $\frac{3}{2}$ Decree final

J. R. Ely et als.

Eu. C. O. B. p. 518.

Enter this decree

Mar. 4 1897.

M. L. M.

E. F. Sprinkle

Plff.

vs.

In Chy.

J. R. Ely et als. Defts

This cause came on again this day to be heard upon the papers formerly read herein, the report of L. T. Hyatt, Special Commissioner, ~~showing~~ filed on the 14th day of October 1896 and showing a re-sale of the land in the bill and proceedings mentioned, and was argued by counsel. On consideration of all which, and it appearing to the court that said report has been filed the time required by law and that there are no exceptions thereto, it is adjudged, ordered and decreed that said report of said Hyatt filed as aforesaid, be, and the same together with the sale therein reported is hereby confirmed and approved.

And it further appearing that said tracts of land were purchased by the plaintiff who held the vendors lien and that there need be no delay for the collection of pur-

E. F. Sprinkle

vs. Z. Deere

J. R. Ely et al

Appointing L. S. Hyatt a Commr. to make deed.

Entered Chy. Order Book
to the charge 4059.

Enter this decree
Nov. 3rd 1896.

W. J. M.

Chase money, it is further adjudged ordered and decreed that the said L. S. Hyatt, who is appointed a commissioner for the purpose, do, by proper deed, convey said two tracts of land to the said purchaser; that he report his action to this court; and that, until the coming of said report, this cause be continued.

E. F. Sprinkle

vs } Deem
J. R. Eely et al

This cause came on this day to be heard upon the papers formerly made in the cause, the report of sale made by L. J. Hyatt, Special Commissioner, and the petition of J. W. Orr, and was argued by counsel; Upon consideration of which the Court doth allow J. W. Orr to file his petition and raise the bid on the land sold by said Special Commissioner to the sum of \$100⁰⁰; and the said Commissioner is hereby decreed to pay over to the purchaser, E. F. Sprinkle, all money or other thing collected from him as costs, and he will re-sell said land, starting the same at J. W. Orr's bid of \$100⁰⁰, and he will observe the requirements in all other respects of a former decree in this cause directing him to sell said land and the cause is continued.

E. F. Sprinkle
vs } Burn
J. R. Ely et al
Q. B. P. 347,

Entire
W. L. M.
Arch & Co 1896.

Elisha F. Sprinkle,

Plaintiff.

vs.

In Chancery.

James R. Ely et als.

Defendants.

This cause came on again this day to be heard upon the papers formerly read herein, the report of J.A.G. Hyatt, Comr. filed in said cause on the 1st day of June 1895, and exceptions to said report, and was argued by counsel. On consideration whereof it is adjudged ordered and decreed that the injunction heretofore granted in said cause be ~~perpetuated~~ and the same is hereby perpetuated. It is further adjudged ordered and decreed that the plaintiff recover of the defendant Sarah C. Ely, J.R. Ely, and C.N. Ely the sum of four hundred and two dollars and fifty-nine cents with interest thereon from June 1st 1895 till paid and the costs of said original bill, which said sum is hereby decreed to be a lien upon the sixty acres on the east end of the tract conveyed by the said complainant to the defendant, Sarah C. Ely. And it is further adjudged ordered and decreed that the plaintiff recover of said above named defendants the sum of fifty-four dollars and ^{forty}~~forty~~ five cents, with interest on fifty dollars, part thereof from June 1st 1895 till paid, and the costs of said amended bill. And unless said several sums are paid by said defendants or some one for them within thirty days from the rising of this court, then L.T. Hyatt, who is appointed a special commissioner for the purpose, will proceed to sell said sixty acres and said twenty one acres or enough of each one of them to pay the sums herein respectively decreed to be liens upon each of said tracts. Said sale shall be made at the courthouse door of Lee County, on a court day, to the highest bidder, for cash in hand sufficient to pay costs of suit and commissions of sale on each tract respectively, and for the residue he will take bonds payable to himself, payable in one two and three years from date and bearing interest from day of sale as to said sixty acre tract, and like bonds with like interest payable in one and two years for the twenty-one acre tract. Before proceeding to act under this decree said commissioner will give bond before the Clerk of this court in the penalty of eight hundred

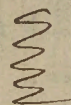
dollars conditioned to faithfully perform his duties as commissioner and to account for all sums received by him. He will advertise the time terms and place of sale by posting written notices thereof at three or more public places in the county for at least thirty days before the day of sale, one of which notice shall be on the front door of the court house and the others in the neighborhood where said land lies. *Said Court, will*

report his action to the next term of this
~~And the court~~ it further appearing to the court that
Court

~~there is due from W. P. Wood the sum of forty-seven dollars and forty-one cents, the difference between the price at which he bid off the Williams land and the lien of A. L. Pridemore on the same, with interest thereon from the 15th day of May 1893, it is adjudged ordered and decreed that the said W. P. Wood pay that sum to the plaintiff E. F. Sprinkle with interest as aforesaid, and for which execution may issue~~

And the court being of opinion that before the exceptions to said report are acted that ^{upon} James. W. Orr and W. P. Wood should be before the court, the complainant is directed to amend his bill ~~making said Orr and Wood parties, and said amended bill is filed~~
~~in September to file their answers, and said cause by consent~~
making said Orr and Wood parties, and said amended bill is filed at bar, and said parties given until the first September rules to file their answers. And by consent of parties said cause retains its place on the docket, and the matters raised in said exceptions to said commissioner's report are ~~continued~~ passed and said cause is continued.


Elisha F. Sprinkle

v3.  Decree

James R. Ely et al

Entered in
Chy. Q. R.
Page 40

Enter this decree


June 14th 1895.

Elisha F. Sprinkle,

Plaintiff.

vs.

In chancery.

James R. Ely et als.

Defendants.

This cause came on this day to be heard upon the papers formerly read herein, ~~and the demurrer~~, the joint demurrer and answer of James R. Ely, Sarah C. Ely and Charles N. Ely to the amended bill of the plaintiff, joinder in said demurrer and general replication to said answer, and was argued by counsel. On consideration of which, said demurrer is overruled. And the court deeming it necessary, it is adjudged ordered and decreed that John A. G. Hyatt, who is hereby appointed a commissioner for the purpose, do ascertain the amount of purchase money that was due from the defendants, James R. Ely, Sarah C. Ely and Charles N. Ely, or any of them on the land conveyed by them to the complainant, known as the Williams tract, how much has been paid thereon, to whom paid, how paid, and the balance due if anything on said land, which constitutes a lien on the lands conveyed by the said Sprinkle to the said Sarah C. Ely, on what part of said tract the same is a lien, how much has been paid to said Sprinkle on the 21 acre tract, mentioned in said amended bill, how much still remains unpaid, ~~and the~~ Said commissioner will report any other facts deemed material by him self or required by any of the parties. He will file with his report the evidences upon which he acts, and before proceeding to act hereunder said commissioner will give the parties or their attorneys notice of the time and place of his sitting. He will report his action to a future term of the court, and the cause is continued.

E. H. Sprinkle
vs $\frac{1}{3}$ Deane
JR Bay it also
For an account

C.B.
Page 171

Enter this deane
M J M
March 12th 1846

E. F. Sprinkle

vs.

James R. Ely et als.

Plff.

Defts

} In Ely.

On motion of the complainant, leave is granted him to file an amended bill in this cause and the same is accordingly filed, and the cause is remanded to Rules to mature said amended bill.

E. F. Sprinkle

vs. ~~W~~ Deeree

James R. Ely et als.

Entered C O B Page

595

Mar 15th 1894

Enter this decree

March 15th 1894.

H S K M

E.F.Sprinkle

vs.

James R.Ely, et al.

This cause came on this day to be heard on the bill and exhibits filed therewith the injunction granted on the 14th day of June 1892, the answer of J.R.Ely, Sarah C.Ely and C.N.Ely filed on the 10th day of Marc 1893 with general replication to said answer, the affidavit of E.F.Sprinkle this day filed in court, and was argued by counsel, on consideration whereof and for reasons appearing to the court it is adgudged, ordered and decreed that a rule be awarded against ~~the said~~ ^{returnable} Newton Wygal to the first day of the next term of this court to show cause if any he can, why he should not be fined and attached for selling, hauling away and removing the lumber cut, sawed and manufactured from the logs cut from the land in the bill and proceedings mentioned. And this cause is continued.

E. H. Sprinville
vs. $\frac{1}{2}$ Deere

James R Ely et al
Entered on O.B.
page 469.

March 16th 1893

J. D. Hyatt
Clerk

Enter This Deere

March 15th 1893

E.F.Sprinkle

Complainant

Vs

In Chancery

J.R.Ely et als

Defendants

This cause came on this day to be heard, on an application for an injunction, on the bill of the plaintiff verified by affidavit, and the exhibits filed with said bill, and was argued by ~~the~~ Counsel. On consideration whereof and for reasons appearing to the Court an injunction is granted pursuant to the prayer of the bill restraining and inhibiting the defendants and each of them and all other persons from selling removing or in any way disposing of the timber cut from the lands in the bill and exhibits mentioned conveyed by the Complainant to the defendant Sarah C. Ely ^{*and on which he retained a vendor's lien*} till the future order of this Court. But before the this injunction shall become operative the said Complainant or some one for him shall execute bond before the Clerk of this Court within the sum of six hundred dollars conditioned to pay all costs and damages that may be awarded against him should this injunction be dissolved.

C. F. Shinnick

v. 3 Deane.

J. R. Cady et al.

Entered Aug 10 B.
pages 419 & 20 June
14 1892 Hyatt

Entered
H. S. K. M.

June 14 782

Elisha F. Sprinkle
vs
James R. Ely et al } In Lehey

The deposition of James
W. Orr taken on the 1st June
1898, at the Treas. Office, the
time of taking an account
in the above styled Cause

Said Jas. W. Orr being
duly sworn deposes and says,
Ques. By H. T. Duncan atty for Sprinkle

Those state anything you may know
in reference to payments made by J. R.
Ely Sarah C. Ely & C. W. Ely or either of
them, to H. P. Wood on the judgment
obtained by said said Wood against
said Elys. Tell how it was paid and
all about it.

Ans All I know is what J. R. Ely & A. M. Gains told me
a short time before said Ely & his family left
here for the west. They both told me the said
Judgment was satisfied, and as I understood
it Mr Gains was acting in the matter for Mr
Wood, and as his attorney. They informed me
that Mr Ely had let Mr Wood, or his wife, have the
21 Acres of land & he or she to pay the balance
of purchase money against said 21 Acres in favor
of E. F. Sprinkle. Mr Ely also let Wood have a note
for \$5000 on myself executed by me to Mr Ely

or his wife for, or in part payment for, 60 A. of land on the west end of the Poor Valley tract in which note is a condition, that the same is to be paid provided nothing comes against the land, or words to that effect. Mr Ely also let Wood have a small piece of land near Mr Halliday's. This was all in payment of said Judgment, or towards the payment of the same, as they informed me, and if there was any other item of payment I do not now remember it.

2. Question. When did you purchase the 60 acres of land from Ely, for which you executed the \$50⁰⁰ note above spoken of by you.

Ans About the date of the deed to me for the same, Sept 17th 1894, Recorded in Book 30 page 456.

- 3 Who now has that note, and has the same been paid by you?

Ans Mr A. M. Gains, I suppose, at least he presented it to me for payment about the time it became due. It has not been paid. My impression is that the note when presented to me had been assigned but I do not remember this distinctly.

- 4 Did you have knowledge at the time you purchased this land and executed said note that this suit was pending and that the land conveyed by the Elys had ^{to Spruille been} sold to pay the lines of suit against it, in favor of the

assignees of Williams the vendor
of Ely's

Ans

I did have such knowledge.

X- Ex -

Ques 1.

While you had knowledge of
the pendency of this suit at the time you
made your purchase, and after sale
of the Sprinkle land, state if you knew
how this suit affected the 60 acres pur-
chased by you, and of any inquiry
or examination you made of the
status of decrees of in favor of the
assignees of the Williams land and
the result.

Ans

I examined the deed, marked "O", from Sprinkle
and wife to Sarah C Ely, for the 120 Acre tract,
and found that 60 Acres on the west end of
said tract, was free from lien, I also examined
the Judgment lien docket in the Clerk's office
of the County Court of this County, and found
no Judgments or other liens docketed against
said Sarah C Ely, and I purchased the land
thinking the same was free from encumbrance
but out of abundance of caution, provided in
said note that the same should not be paid
if anything came against said land.

I did not think that the decrees rendered in
the Williams case could ~~not~~ effect this 60
Acres, as they were not docketed.

And further this witness oath
not.

James W Orr.

A M. Goins another witness
of lawful age, after first
being duly sworn, deposes
as follows: —

Ques. Please state any thing you
may know in regard to the satis-
faction or payment of the
\$2500 judgment in favor of
W. J. Wood against the Edys
mentioned in this suit.

Ans. I acted as Attorney for W. J. Wood
and his wife, and I know
that said Judgment of \$250.00
was satisfied by transferring
to Mrs. Wood a small piece
of land situated near Francis
Halliday, the assignment of a
title bond to a 21 acre tract
of land near E. M. Pennington
on which there still remained
due \$50.00 ~~and its interest~~ as pur-
chase money, and by assigning
to her or to R. J. Wood & sons a
\$50.00 note on J. W. Orr. my

5

recollection now is, that when this note was paid to her or them, said Judgment was to be marked satisfied.

The said \$50.00 ^{note} has been turned over by me to R. J. Wood or to R. J. Woodsons, or their Attorney.


X 27.

When did this transaction occur.

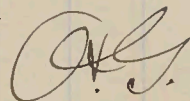
Ans. Some time in September 1894.
2 At what price was the 21 acres put in, towards said settlement, also the piece of land near Holliday's.

Ans. No price was fixed on anything these resources ^{visible that} was all they had, and it was agreed that these items was to be taken in full satisfaction of the Judgment. And further this deponent saith not. A. M. Goins.

The foregoing deposition was taken, before me, sworn to and subscribed by the witnesses in due form on this the 1st June 1895,
J. A. Stigatt
Clerk.

E. F. Sprinkle
vs  Depo.

J. R. Eely et al
Taken before a court
June 1st 1895.

" 

1 The Deposition of Newton Wygab taken pursuant
2 to agreement, at the Office of James W. Orr, in Petersburg,
3 Va., on the 15th day of February, 1894, which deposition
4 when taken is intended to be read as evidence on
5 behalf of the Defendants in a Chancery Cause
6 now pending in the Circuit Court of Lee County,
7 Va. in which E. F. Sprinkle is Complainant and
8 James R. Ely and others are defendants.

9 Present — Wm. A. Orr for Ely's and C. L. Ely for Wygab

10 Newton Wygab a witness of lawful age being
11 first duly sworn deposes and says:

1st Ques. 12 Do you know where the line is as is shown
13 by a plat made by C. C. Elliott and on file
14 with his Deposition, marked "P" in this cause

Ans. 15 I never saw the line run, but
16 have been shown by parties who
17 was along and helped to run the
18 line where it was located, and
19 I saw the stakes marking said
20 line, C. N. Ely is the party, who was
21 along when said line was run
22 and who told me where it was
23 located.

2nd Ques. 24 Did you buy a lot of poplar and oak logs
25 from J. R. Ely, Arch. C. Ely and C. N. Ely, the logs
26 in question in this case.

Ans. 27 I did buy some logs of these parties
28 which I suppose are the logs in
29 controversy in this cause

3rd Ques. 30 Is your contract in writing with reference
31 to said purchase and if so please file
32 same with your Deposition marked X

Ans¹ It is and is here filed with my deposition marked X.

4th Ques³ On which side of the Elliott line were the logs when you bought them.

Ans⁵ They were some fifty to one hundred yards west of said line, as located after the purchase of said logs.

X Examined

Ans¹¹ How much lumber did said Log. make
The Sawyer who sawed it, charged me up with 55000 m. feet, the ^{measurement of the} parties to whom I sold it falls short of the Sawyers charge from 5 to 7 thousand feet, this is the measurement of the poplar lumber.

The Sawyers charge me with sawing 25000 feet of Oak lumber I have not since had the Oak lumber measured but am of opinion that it will fall as much if not more below the Sawyers measurement; in proportion, as the poplar.

The foregoing questions and the answers thereto is objected to because irrelevant and immaterial

What was the fair value of said

Oak and poplar lumber after sawed

and this question and any answers thereto is objected to because irrelevant and immaterial

Snell & Orr

Ans. 1 I cannot tell definitely, but suppose
2 it was worth 5 or 6 dollars per
3 M.

4 What number of feet in the log did you
5 purchase from the Elys.

6 This question and any answer thereto ^{is objected to} being
7 irrelevant and immaterial, for the reason
8 that these logs were bought before this injunction
9 was granted.

10 Samuel T. Orr

Ans. 11 I bought at a previous measurement
12 for 78000 feet.

13 Was not said logs at the time you
14 purchased them, and the land conveyed
15 by E. H. Sprinkle to Sarah C. Ely?

Ans. 16 The deed shows that they were
17 and on the west end on which,
18 as I understood it, there is
19 no lien retained.

20 Did you know at the time you purchased
21 said logs that any part of said tract had
22 been conveyed free from lien for the purchase
23 money?

Ans. 24 I think I did have that knowledge.
25 At that time ^{the time you purchased} did you ^{know} where the land lay
26 upon which no lien was retained?

Ans. 27 I did know the end it was on the
28 deed stated, the west end was re-
29 served.

30 At the time you purchased did you
31 not know that Elys. had been paid on
32 the purchase money due by them to

1 Williams on the land they had conveyed
2 to Sprinkle in exchange for the land from
3 which said timber was cut? and did you
4 not know that Sprinkle was objecting to ^{Elys} ~~Elys~~
5 removing said timber until that matter was
6 settled.

7 His question and any answer thereto is ob-
8 jective to us and irrelevant and immaterial,
9 the logs having been run and being no
10 part of the matter.

Ans 11

Smell & Orr

12 The 13th day June 1892, the day we met
13 to measure the logs up to Lawson,
14 he, Lawson informed me that
15 ~~Sprinkle was claiming the logs.~~
16 as he had been informed by one
17 Wm. P. Wood that there would be
18 some trouble over the logs.
19 and that he had best not
20 measure up the logs. I knew
21 that Elys had been sued on
22 the Joe Williams notes at said
23 time.

24 Had you paid Elys for the timber when
25 you learned from Lawson that there
26 was some dispute, or likely to be some
27 trouble about it.

Ans 28

I had.

29 Had had you paid it

Ans 30

31 I was first to pay for logging the
timber ^{which I did} and a debt that Elys owed
32 me was settled of 75⁰⁰ \$ and ^{paid} E. M.

5
1 Demmington for C. N. Ely about
2 20¢ in full of the 325.¢ I was
3 to give for said lumber
4 Did you not know before you purchased
5 said timber, that Ely and Sprinkle intended
6 said timber to be applied to the payment
7 of the purchase money due by Ely on
8 the land which they had conveyed to
9 Sprinkle and did not Ely so tell you

10 Objected to because irrelevant and immaterial,
11 there being no legal obligation whereby
12 the proceeds of said logs was to be applied to
13 the payment of the purchase money named.

Ans. 14 Mr. Ely had told Jewell & Orr
15 me, that Mr. Sprinkle had
16 advised him to log the
17 timber, sell the same and
18 apply the money arising
19 therefrom to the payment
20 of the purchase money notes
21 on the Williams land,
22 which land was exchanged
23 by Ely to Sprinkle for the
24 land in Pear Valley.

25 Was any part of the money which you
26 agreed to pay for said timber applied
27 to the payment of the purchase price
28 of said land by you

Ans. 29 It was not.

30 State the amount you were to pay per
31 1000 for said logs.

32 Objected to because written
Contract shows terms of the purchase.
Orr & Jewell.

400 5000
000000
000000
000000

14

Ans I was to pay \$4.50 per 1000.

Was that for the logs as they then lay
on the yard or was it exclusive of the
hauling?

Ans I was only to pay that price for the
logs as they lay on the yard.
And further this witness saith not.
Newton Wyzal

Virginia.

Lee County Court.

I J. A. S. Hyatt Clerk in Chy for Lee
County Circuit Court, do hereby
certify that the foregoing depo-
sition was taken before me
at the time and place and for the
purposes mentioned in the
Caption Signed and sworn
to before ^{me} by the witness, Given
under my hand this 15th Febry 1894.

J. A. S. Hyatt
Clerk.

80000

J. R. Ely et al
ads Depo.

E. L. Sprinkle

Filed Feb 18 1894
J. A. Hyatt D.C.

Cost of Depo

Cour 2.25

wit 50

\$2.75

The deposition of S. B. F. Hobson
taken pursuant to agreement
at the office of C. T. Duncan
in the town of Jonesville on
the 4th day of October 1893 to be
read as evidence ^{in behalf of the plaintiff} in the chancery
cause now pending in the Circuit
Court of Lee County in which E. F. Sprinkle
is plaintiff & Jas R. Ely et al
are defendants.

Present C. T. Duncan atty
for Plaintiff & B. H. Sewell
atty for Defendant

S. B. F. Hobson a witness of
lawful age being first duly sworn
deposes and says.

Please state if you are acquainted
with the tract of land in the poor
value sold or exchanged by the said
E. F. Sprinkle to James R. Ely wife
and sons.

Ans. I am very well acquainted with
it.

2 question. Do you know where the
line runs which separates that part
of said tract upon which the vendor's
lien is retained, from that part which
was conveyed free from said lien.

Ans. I have been shown where the line runs & see stakes standing there, but do not know who pointed it out to me.

3 question If you have recently counted the Poplar and oak trees cut from that part of said tract of land on which the vendor's lien was retained, please state when you made said count and how many trees you found had been cut.

Ans I counted the trees day before yesterday & there were 42 poplar trees & four oaks.

4 question Do you know the size of said trees and if so how did you ascertain it

Ans. I helped to measure the trees across the stump and a paper containing said measurements is herewith filed marked "A."

X-Examination
Inq. How came ^{you} to go and measure said trees?

Ans. At Mr. E. F. Sprinkles request.

Ques 2^d How did you measure
~~across~~ the swamp?

Ans. With a two foot rule -

Ques 3^d Did you ever see any
of this land run out by
a surveyor?

Ans. I have not.

Ques 4th Do you know of your own
knowledge where said land
is upon which said vendor's
claim is retained?

Ans. I do not know it of my own
knowledge.

Ques 5th Do you know that any
of the above trees were
upon the land upon which
said claim was retained?

Ans. I do not.

And ~~by the~~ this deponent
swears etc.

D B F Haberman

E. H. Sprinkle
vs { Defs.

James R. Ely et al.

1 The depositions of William Edwards
2 J. P. Mink, R. B. Sprinkle & others pursuant
3 to agreement, at the Office of C. T. Suman
4 on the second day of November 1898, and
5 intended to be read as evidence in behalf
6 of the complainants in a chancery cause
7 now pending in the Circuit Court of Lee
8 County Virginia, in which E. H. Sprinkle is
9 complainant and James R. Ely and others
10 are defendants.

11 Present. E. H. Sprinkle & C. T. Suman his atty,
12 and James R. Ely & J. H. Orr. N. B. H. Sewell his attys.
13 William Edwards, a witness of lawful
14 age being duly sworn deposes and says.
15 question. Were you employed by any one to
16 cut timber on a tract of land situated in poor
17 value and claimed by J. R. Ely and his wife
18 and son, if so who employed you.

Ans 19 Mr J. R. Ely employed me to cut
20 some timber on said tract of
21 land.

22 question. What kind of timber did you cut,
23 what did you cut it into, and state as nearly
24 as you can the number of trees cut by you and
25 those working with you.

Ans 26 I cut Poplar timber mostly, we
27 cut it into Saw logs, I do not
28 remember the number of trees cut,
29 but three of us worked several days,
30 we also cut four oak trees.

31 question. Please state the character of the trees
32 cut by you. That is whether they were good

1 or bad.

Ans 2 Some were good sized trees and
3 Some were small as a foot across
4 the small end, and some as large
5 as three feet across at the butt,
6 And further this deponent soith not.

Witness 7 Claims.

1 day 8 50 ct

William ^{his} Edwards
mark

9 James P. Mink another witness of lawful
10 age being duly sworn deposes and says.
11 question. Did you haul any timber for
12 James R and Charles Ely in the poor
13 valley. if so state the kind of timber and
14 the number of logs and the number of
15 feet hauled.

Ans. 16 I did haul timber for J. R. & Chas
17 Ely in poor valley. it was mostly
18 Poplar there was some oak. I
19 think there was 380 logs hauled
20 by us. making 78500 feet by
21 our measurement, the saw mill
22 measurement was 80,000 feet.

23 question. Where did you haul said logs to, and
24 what was afterwards done with them.

Ans 25 We hauled them down into the valley
26 near the big fill, on the lower
27 end of the place. The place Mr
28 Ely got from Sprinkle. They were
29 afterwards sawed into lumber, a part
30 of which was hauled to the Boil Road,
31 I hauled two loads myself.

32 question who employed you to haul

1 said logs. and who employed you to
2 haul said lumber.

Ans 3 Mr J. R. Ely employed me to
4 haul the logs. and Newton Mygal
5 employed me to haul the lumber.
6 question. Please state when you finished
7 hauling said logs.

Ans 8 I think we finished in April 1892.
9 + Examined

Ques 10 Who sawed the logs referred to into lumber
11 or had it done?

Ans 12 I suppose Newton Mygal had it sawed.

Ques 13 You speak of the lower end of the place, do you
14 mean the East or West end?

Ans 15 I mean the West end of the place.

16 And further this deponent doth not.

Witness Claims J. P. Mink.
1 day 18 50 cts. Pd by Ref.

19 Robert S. Sprinkle another witness of
20 lawful age being duly sworn deposes
21 as follows.

1 22 question. Are you acquainted with the
23 tract of land sold or exchanged by E. F.
24 Sprinkle to James R. Ely and conveyed
25 by him to Sarah C. and Charles H. Ely, sit
26 uated in the Poor valley in Lee County.

Ans 27 Yes Sir I am.

28 Question. Have you recently gone over said
29 tract of land and counted the stumps of
30 the trees cut by said Ely and his employees
31 if so how many did you find and
32 what were they?

Ans¹ I went over the land. Shown me
2 by my brother E. F. Sprinkle, and
3 I found where there had been
4 forty two poplar trees cut, and
5 four oak trees also had been cut.
6 The foregoing question & the answer thereto is excepted to
7 because it is not shown that E. F. Sprinkle knew who
8 cut the trees from the stumps nor does the witness
9 state that he knew who cut them nor when cut,
10 & it is hearsay only. Or, for depts.

Q¹ question. on what part of the tract of
12 land were the stumps which you counted?

Ans¹³ They were on the west end of the place.
14 question. Was ^{you} shown where the line was
15 run by Elliot dividing that part of said
16 tract upon which the vendors lien was
17 retained, from that part upon ^{which} E. F. Sprinkle
18 did not retain it, if so who showed it to you

Ans¹⁹ The line was shown me, by E. F. Sprinkle
20 and S. B. F. Habern

Q² question. Were the stumps counted by you
22 on that part of said land on which the ven-
23 dor's lien was retained or on the other part.

Ans²⁴ It was my understanding that it was
25 on the part that the Vendors lien
26 was on. we did not go off of
27 that part to count any stumps

Q²⁸ question. Did you measure said stumps
29 if so give the size of them.

Ans³⁰ We did measure them, and the measurement
31 across the stump is shown on a
32 paper, filed with the deposition of

1 S. B. F. Habern Marked "A,"

72 question Were you acquainted with said
3 trees while they stood on said land, if so
4 please state what would now be their
5 fair cash value in 1891 and 1892. where they
6 stood.

Ans 7 I was acquainted with most of them,
8 have been all over the place and
9 seen most all of them, and I think the
10 fair cash value of them was \$2.50 or
11 \$3.00 per tree.

82 question. I now hand you a notice dated on
13 the first day of September 1892. please state if
14 you delivered a copy of it to any person and if
15 so whom, what they were doing and where you
16 delivered it.

17 This question is objected, Because such
18 notice is inadmissible for any purpose.
19 and is immaterial and irrelevant. The
20 process of court with the upmotion is all
21 that is to be recorded, and the proper notice.

22 Our Verdict for 1000,

Answer 23 I delivered a Copy of this notice
24 to J. P. Mink, right at the lumber
25 pile, that is where the lumber was
26 sawed, while he was preparing to
27 load some of the lumber, he told
28 me he was hauling for Newton Wygal
29 This was the same day said notice
30 is dated, I here file said notice
31 as a part of this my deposition marked
32 "B,"

X - Examination.

Ques 1. Do you know who cut said
timber above referred to by you?

Ans 4 Not of my own knowledge, only by
hearsay.

Ques 2. Did you see Mr Elliott make
the survey of this land?

Ans 8 I did not.

Ques 3. Who showed you the boundaries or lines
of said land?

Ans. 11 Mr E. F. Sprinkle and S. B. F. Habern
showed me the lines run by Elliott
and I was already acquainted with
the outside lines

Ques 4. When was this done, and who else
was along?

Ans. 17 It has been not over three weeks.
and E. F. Sprinkle and S. B. F. Habern
were along, and no one else.
And further this deponent saith not.

Witness
100
50 cts.

R. S. Sprinkle

E. F. Sprinkle another witness of lawful
age being duly sworn deposes as follows.
Question. Have you recently gone
over the land traded by you to the
defendants in this suit, and counted
the stumps of the trees cut by said
party if so please state how many
stumps you found on said tract of
land.

Ans. 22 I have recently gone over said land and

Sub introduction of the witness
E. F. Sprinkle is objected to, because
he is in conflict of interest - on the ground
that S. and C. E. is one of the parties to
the original contract of sale of said land
and is a party to the same, and is interested
in the result of the trial, and is not a disinterested
witness.

1 Counted the stumps, and I found fifty
2 Seven Poplar Stumps, and eight oak
3 stumps, besides the stumps of two
4 Poplars that I had cut myself and
5 the timber has been removed. I also
6 went over it, about one year ago, and
7 found the same result.

28 question Do you know where Mr. Ely had
9 the line run which separates the land upon
10 which you retained a lien from that part upon
11 which no lien was retained.

Answer 12 Yes Sir.

33 question. How many of said 57 poplar trees
14 and 8 oak trees stand on the land on
15 which you retained said lien.

Ans. 16 There was forty-five of the Poplar trees cut
17 by Ely's and the two Poplar trees cut
18 by me, and four of the oak trees
19 cut by Ely that stood on the part
20 upon which I had retained the lien.
21 question. When was said timber on the
22 15th day of June 1892. when you applied for
23 said injunction.

Ans. 24 It was on the land described in the
25 deed from myself & wife to Sarah C.
26 Ely, wife of J. R. Ely, which is the
27 land I swapped to them

58 question. At this time said timber was
29 cut and hauled to the place where it
30 was sawed and where it was at that
31 time said injunction was granted
32 had the said division line been run

1 by Elliott for Ely dividing that part of
2 the land on which no lien was retained from
3 that part upon which said lien was retained.
Ans. 4 The said line was run after the
5 injunction was issued,
6 question. Did you and Mr Ely agree as
7 to the point where said line should run or
8 did Mr Ely have it run himself without your
9 consent.

Answer 10 We had no agreement. he had it run
11 without my consent.

12 question. Where were said logs at the time
13 you obtained this injunction.

Ans. 14 They were on what I call the west
15 side of the tract of land. Near the
16 south west corner, on the west
17 side of the line run by Elliott
18 and about 75 to 100 yards from
19 said line.

20 question. Have the Elys or any of them paid
21 off and discharged the lien on the Williams
22 land swapped by Elys to you.

Answer 23 They have not as far as I know,
24 at any rate it has been sold to satisfy
25 said lien.

26 The last question & answer are objected to. The
27 best evidence of this is the record
28 of the case in which said land was sold
29 if it was sold. Orr & Swell for Opp.

30 question. Do you know the style of the suit
31 in which it was sold or have ^{you} been informed, if
32 so please state it.

This question is objected to, because the
record will show all the facts.
Because it is immaterial and Orr & Swell
irrelevant.

Ans. 1 It was sold for the purchase money,
 2 in a Suite of A. L. Pridemore against
 3 J. R. Ely, to satisfy the Williams lien.
 10 Question. who was claiming said timber at
 5 the time you presented your bill for injunction.

Answer. Mr Ely claimed it. I had a talk with
 7 him about it, and I tried to get him
 8 to sell said timber and apply the proceeds
 9 to the payment of the Williams lien,
 10 he said he would not do it. That
 11 they should not have anything he had,
 12 over there.

19 Question. While Wygal was having the lumber
 14 cut from said logs hauled away, did you
 15 not have a talk with C. N. Ely one of the Defts
 16 in this suit in which you told him that the
 17 alleged sale to Wygal was a sham, and if so
 18 please state whether or not he denied it.

Answer. This question is objected to. ^{1st} Because
 20 it is leading, 2^d Because C. N. Ely is
 21 not a party to the deed out of which
 22 this transaction arose, and 3^d Because
 23 the question does not state the time
 24 and place where this conversation
 25 was had, if any.

Ans. 26 ~~I did have a~~ ^{over I saw all for}
 27 I did have a talk with C. N. Ely, when
 28 he was hauling said lumber, and I
 29 told him it was nothing but a Sham
 30 trade between him and his uncle Newton
 31 and amongst them, he made no reply
 32 that I remember.

12¹ question, where did this occur and
2 what was C. N. Ely then doing.

Ans. 3 It occurred at the lumber yard where
4 the lumber was stored, and he was
5 hauling away said lumber.

13⁶ question. Was that before or since
7 said injunction was granted?

Answer 8 It was since the injunction was granted,
9 X - Examination,

10¹. Please repeat the rest of what C. N. Ely
11 said in said conversation, if any thing.

12 This question ~~and~~ any answer to it is
13 objected to because, the witness has repeated
14 no conversation, or talk had by C. N. Ely

Answer for Plaintiff

Ans. 16 I asked him who he was hauling for
17 and he said his Uncle Newton Wygal.

18¹⁸. On what day was it that you
19 had said talk with C. N. Ely, that
20 is the talk referred to in question no 11
21 & answer.

Ans. 22 It was after Sept 1st 1892. but I don't
23 remember the exact day.

24²⁴. Was the timber then being removed from
25 ~~that~~ ^{part of} land on which the lien was retained?

Ans. 26 They were removing no timber, on that day.

27²⁷. Were they removing, on that day, any
28 lumber from the land on which the
29 lien was retained?

Ans. 30 According to Elliott's running, it was not
31 on the land that the lien was retained
32 upon, but was on the tract that I.

1 Swapped to Ely for the Williams place
2 that I live upon.

Just³ At the time you presented your bill
4 for an injunction you say you had
5 a talk with Mr Ely & he was claiming
6 said timber, please state where this talk
7 occurred & the exact day of the month?

Ans⁸ It occurred on the day before I offered my
9 bill to the Court for an injunction, I
10 cannot tell the exact day of the month
11 but it was at June Circuit Court, it
12 occurred at the Court House in Jonesville.

Just¹³ How many you stated all that was said in
14 said talk, and if not what else was
15 said.

Ans¹⁶ Mr Ely asked me if I knew they had
17 a decree to sell the land I lived on
18 I told him that was not my business
19 he then said I would have to take
20 my land back, and I told him
21 I did not want it in that shape
22 I told him to take the logs and pay
23 the debt, and he said they should
24 not have anything he had over
25 there.

Just²⁶ Who else was present when this talk
27 was had between you & Mr Ely?

Ans²⁸ I don't recollect of any one paying any
29 attention to it. People were passing in
30 and out of the Court House and might
31 have heard it.

Just³² Are you certain that this conversation

1 occurred at the Court house, or in the
2 road near the Reed Rock place in the
3 presence of Silas Gornett, before said
4 suit was brought?

Answer 5 What I am talking about now occurred
6 at the Court House. ~~One~~ at

Ques 7 Did you not have a conversation with
8 Mr Ely before your injunction suit
9 was brought near the Reed Rock place
10 in the presence of Silas Gornett, in which
11 Mr Ely proposed to give you back the
12 Poor Valley land with the improvements
13 which he had made, if you would refund
14 the cash advanced to you, and you take
15 the logs, by paying for the cutting and
16 hauling the same.

17 This question is objected to because ir-
18 relevant and immaterial, and seeks to compel
19 a rescission of a solemn contract, made by
20 him without the assent of the other party.

21 ~~Dismissed~~

Answer 22 I believe there was some such talk,
23 at that time, and place.

Ques 24 When you speak of Mr Ely claiming said
25 timber, can you state that no one
26 else was claiming it?

Answer 27 I never heard tell of any one else
28 claiming the timber, until after the suit was brought

Ques 29 Do you know who cut the trees from the
30 stumps you counted?

Answer 31 I do not, of my personal knowledge.

Ques 12, Where did you find these stumps
that you counted?

Answer 2 I found them on the land I swapped
to Mr Ely.

Ques 13, On what parts of said land did you
find said stumps.

Answer, I found them on the land I retained
the lien upon, and on that which
I retained no lien upon, twelve poplars
and four white oaks were on the land
I had no lien upon, and the rest
were on the land on which I had
the Vendor's lien, according to the
Ellis's Survey.

Ques 14, ~~Do you know that~~ Were you alone
when Ellis's done the surveying
of this land?

Ans. 18 I saw them going up the mountain
but they drove up a stake and quit
as soon as I got to them. The
Surveyor told me where the beginning
stake was, and I went and found it
in the bank of the road just as he
had told me. I was not with them
until just as they finished

Ques 15, You say you made no agreement with
Mr Ely for Ellis's to locate the 60 acres
from the operation of said lien, now state
whether or not you have since accepted the
said survey as made by Ellis's, & have abided
by it?

Ans. 32 I made no agreement with Mr Ely about

1 the 60 acres located by Mr Elliott, and
2 I have not since accepted it, nor
3 am I willing to abide by it.

4 Ques. Then how do you know that any
5 of the ~~additions~~ you counted were
6 upon the land covered by said lien?

7 Ans. Because I believe it is correct, but it
8 did not go far enough. He told me
9 he left out about five acres.

10 Ques. If as stated by you, said logs were hauled
11 together and at a point West of the line run
12 by Elliott, at the time the injunction
13 was granted, then were they not on
14 the 60 acres on which no lien was
15 retained?

16 Ans. They were on the 60 acres on which no
17 lien was retained, according to Elliott's
18 Survey.

19 Redirect Examination

20 Ques. State whether or not you accept the
21 Elliott Survey as correct as far as
22 it goes.

23 This question is objected to because
24 the witness has already answered it,
25 and because cannot accept a part of
26 it & reject a part.

27 Orr T. Swell
28 for Dft.

29 Ans. I do accept it, as far as it goes. I was
30 informed by the Surveyor that there was
31 five acres left off, on the West side
32 of said tract of land, and until

1 That five acres is settled 2 do
2 not accept it.

3 Question. If that five acres had been in-
4 cluded, would not the line run by Elliott
5 have been further west than it is.

Ans 6 It would have been further west.

7 Question. They have asked you if you did
8 not have a conversation with J. R. Ely ~~after~~
9 Red Roscoe in presence of Silas Gorrell
10 please state when that ~~was~~ conversation was.

Ans 11 It was the next day after I talked
12 with him at the Court House, and
13 on the same day I presented my
14 bill for injunction

15 question. At the time you had said conver-
16 sation with ~~after~~ ^{Ely} Roscoe did you not
17 propose to him to come back home to where
18 his wife was and let you and him fix it up
19 and if so what did he say.

Ans 20 I did. and he refused to come back
21 with me, saying he had nothing to
22 fix with me.

23 Question. Why did you release vendoro lien on
24 any part of the tract of land.

Ans 25 Thirty nine acres on the west end was
26 paid for, and he wanted me to include
27 enough more to make 60 acres - so that
28 he might borrow money on it. to pay
29 off the lien on the Williams land ^{that} he
30 had. had his wife and son to
31 deed to me. and he showed me
32 a circular of a building and loan

The whole of the evidence
of E. F. Sprinkle is objected to
as being hearsay on the
grounds stated in his competency.
Q. W. T. Sumner for
objec.

Association from whom he was going to
borrow the money, and I did so to
accommodate him, believing he would
do as he said.

This question need answer and
objected to, because immaterial
and irrelevant, and because it was
not a proper question on re exam-
ination, & was not brought out in cross
examination.

Q. W. T. Sumner for
objec.

And further this deponent saith not.

E. F. Sprinkle.

C. C. Elliot, another witness of lawful
age being first duly sworn deposes & says.

Question. Did you at request of any one run
a line through the tract of land conveyed by
E. F. Sprinkle to Sarah C. Ely, so as to separate
that part on which vendors line was not re-
tained from that upon which it was retained
if so please state at whose request you
ran said line.

Answer. I ran said line at the request of
Jos R. Ely. This line was run in July
1892. as I now remember
Question. Was Mr Sprinkle with you
when said line was run.

Ans. He was not with us when we ran the
line, but he came to us just as we
were getting. we drove up a stake on
the side of the mountain, at the place
where he came to us. we had driven up
some other stakes in the field before we reached
that point, and I pointed out some of the other
stakes on the line.

X- Examination.

Ques 1. By what title papers did you do said surveying?

Ans. 4 I think I ran by a deed dated Oct 10th 1890. from E. F. Sprinkle & wife to Sarah C. Ely, which deed I find filed in the papers of this Cause, marked "O".

Ques 2. Please state and explain the surveying that you done, and for what purpose.

Ans 11 Mr Ely called on me to go and lay off the fifty acres on the west end of the tract on which ^{fifty acres} there was no lien retained. I done so according to the calls of said deed. Then ran a line cutting off fifty acres on west side of said line, I made a plat of my surveying and gave it to some of the parties, and it seems now to be lost or mislaid, I think I have my field notes at home and if I have I will make another plat, and file the same herewith marked "P".

Ques 3. Please ^{state &} explain how you run the line cutting off the fifty acres, and show how ^{line} this run with reference to the point where the logs were hauled.

Ans 29 I Commenced to run the line cutting off the fifty acres, in the south line of the tract, at the poor valley road, at which point I caused a stake to be

1 to be driven up, I ran the line
2 on up through the fields and had
3 some stakes driven up to the
4 point where we stopped, and a
5 stake was driven up at the
6 upper side of the ^{field on the} mountain
7 when we quit. I had ascertained
8 by calculation where this line should
9 be and located it accordingly. That
10 would put the sixty acres on the
11 West side of the line, and in that
12 part of the tract mentioned in said
13 deed. The pile of logs were on the
14 West side of the line and on the
15 sixty acres.

Ques. 16 Please state whether or not the survey
17 ing that you did, and the cutting off of
18 the 60 acres on the West of said line,
19 was correctly done by the calls of
20 said deed worded "O".

Ans. 21 My opinion is that it was, according to
22 said deed.

23 Reexamination

Ques. 24 Please state whether this line cutting off
25 the 60 acres was ever completed by you?

Ans. 26 I never did. That is I did not
27 actually trace it with the compass
28 but did extend it by protraction on
29 the plat.

30 And further this deponent saith not.

Witness claims.

L. C. Elliott

2 days #1.00

1 Virginia Lee County To-wit,
2 J. Henry C. Forslyn a Justice of the
3 Peace, for the said County and State,
4 do hereby Certify, that the foregoing
5 depositions of William Edwards
6 Jarvis P. Mink, Robert S. Sprinkle,
7 E. H. Sprinkle and C. C. Ellliatt, were
8 duly taken, sworn to and subscribed
9 before me, at the time and place
10 mentioned in the Caption of the
11 same, given under my hand,
12 this 2nd day of November 1893,
13 Henry C. Forslyn J.P.
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E. F. Sprinkle. Plff
vs. In Chancery
J. R. Ely & others Defts

The depositions of
William Edwards
Jarvis P. Mink
Robert S. Sprinkle
E. F. Sprinkle &
C. C. Colliatt

Received from the Justice
before whom taken and
filed Nov 4th 1893

A. B. Munsey
Clerk

Costs.
witnesses \$2.50
J. R. \$5.00

To Newton Wygal, and all other persons concerned.

You are hereby notified that the Circuit Court of Lee County at its last June term, granted an injunction, restraining and inhibiting J.R. Elv, C.N. Elv, Sarah C. Elv and all other persons from removing or in wise interfering with the logs lumber &c cut and removed from the land conveyed by me to the said Sarah C. Elv, and on which I retained a lien for deferred payments. Now I hereby notify all persons that I will enforce the law to its fullest extent against any and all persons who remove or in any way interfere with said timber or with any lumber cut from the timber that came off of said land or any part thereof.

This the 1st day of September 1892.

E. H. Sprinkle

C. H. Spruells
To 1/2 Notice
Newton Wygob-

"B"

E.F.Sprinkle

Plaintiff

VS

J.R.Elv et als.

Defendants

This day E.F.Sprinkle personally appeared before me J.A.G.Hyatt Clerk of the Circuit Court of Lee County and made oath that one Newton Wygal who claims to be a purchaser of the logs enjoined in the above styled cause, has since the granting of said Injunction and with full knowledge that the same had been granted, been removing, hauling away, and selling, the lumber manufacture and sawed from said timber the removal or disposal of which was and is enjoined.

Given under my hand this 14th day of March

1893.

J. A. G. Hyatt

E. F. Sprinkle

vs 3 Affidavit

J. R. Ely et al

Filed March 14/1893

J. H. Hyatt cc

E. H. Sprinkle
vs { Elliott's Plat
James R. Ely et al

Filed with Elliott's
Deeds.

marked "D."

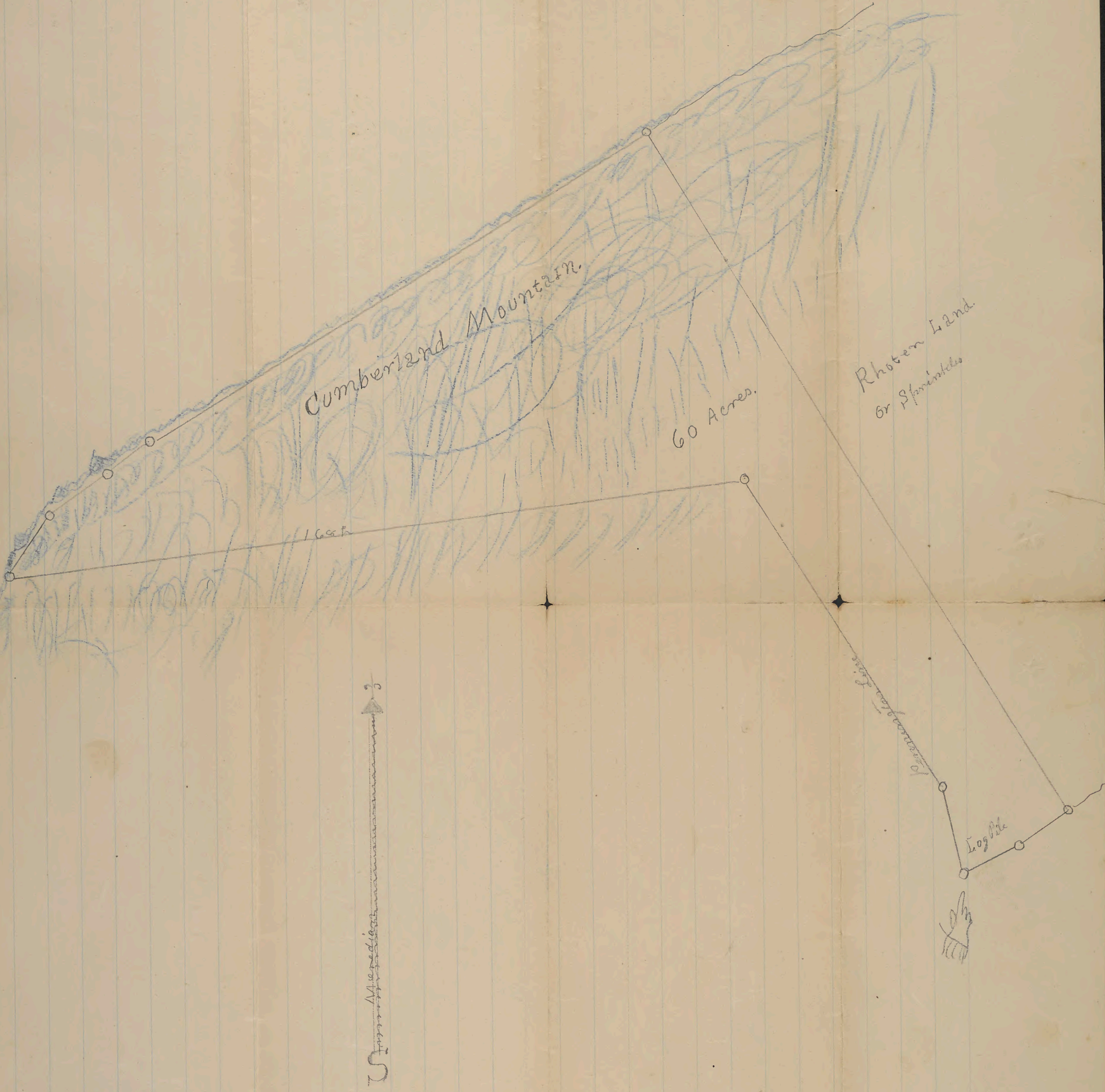
Cumberland Mountain.

60 Acres.

Rotten Land
or Sprinkles

Summit of Cumberland Mountain

Log Pile



E. F. Sprinkle

2 Commissions Office
2 Joplinville Va

J. R. Ely et al

3 In Chancery
3 June 1st 1895

To the Hon. W. S. Miller
Judge of Lee County Circuit
Court. Your undersigned
Special Comm. in obedience
to a decree entered in the
above styled Cause March 12th
1895. after giving the attorneys
interested and E. F. Sprinkle
notice proceeded by an
agreement between the parties
on the 1st June 1895; to perform
the duties assigned me in
said decree.

By a careful examination of
the papers in this Cause, I
find that at the time J. R.
Ely et al deeded to E. F. Sprinkle
the land known as the Joseph
Williams tract, there was two
purchase money notes outstand-
ing and unpaid one of \$260.⁰⁰
assigned by Joseph Williams to
A. L. Fildmore bearing interest
from January 1st 1890 till paid
and one of \$250.⁰⁰ which had
been assigned to W. P. Wood by said

Williams drawing interest from
January 1st 1895. aggregating the
sum of \$570.00 of principal money
unpaid which was a lien on
said land. The note of \$250.00
assigned W. P. Wood was converted
into a judgment by the management
of A. M. Goins Attorney for said
W. P. Wood after which said
Wood by Petition in this
Cause ^{of A. L. Pridemore vs J. R. Ely et al here filed} endeavored to enforce
against this said Williams land

A Sale was reported to him
by Curv. D. L. Sewell (the same)
and after all these and various
other transaction, the said Ely
came forward and as is shown
by the depositions of J. W. Orr
and A. M. Goins herewith filed
marked "O & G." fully settled this
Woods Judgment and lien and
the same was to be entered satisfied
when a note of \$50.00 assigned
Woods on J. W. Orr was fully
paid. So your Court concludes
this lien so far as this land
is concerned is settled,

Leaving only the amount
going to A. L. Pridemore unsettled.

led, which amounts as follows

Amount Note	\$260.00
Int. from Jan'y 1 st 1890 to June 1 st 1895	84.50
Costs & Court. See suit	50.44
Accumulated Costs	\$394.96
	7.63
Amount Williams Land Sold for	\$402.59

This is the sum of the lien which has been enforced against the Williams land, although the entire tract, only on the final sale to Pridemore, brought this sum of money, which is much below the price the parties received it. Your Court. Concludes this is the only sum or amount Mr. Sprinkle can legally assert against the land in the Poor valley exchanged by him with said Elys and on which he retained a lien for this particular purpose.

And from the deed made by Sprinkle to Elys for the Poor valley land it is shown that he releases from such lien 60 Acres of said tract on the west end thereof, hence this lien of \$402.59 and the costs of this suit up to the time of the filing

x
the amended Bill herein as may be
taxed by the clerk is properly
enforceable on the balance of
the 120 acre tract after deducting
60 acres on the ~~west~~ end.

Mr. Sprinkle shows by his own
deposition in this cause that
from flattering inducements
held out by said J. R. Ely to
him, that he was induced to
release 21 acres of the land exchan-
ged ^{free} from purchase lien in his
deed, and asks that said deed
be set aside so far as the 21 acres
of land exchanged is concerned,
and that his lien should operate
on 81 acres instead of 60 acres.

As to this claim Your Court,
is not sufficiently advised, and
respectfully refers the question
to your Honor for decision.

On the 21 acres of land
sold to said Ely by said
Sprinkle as is fully set out
in the amended Bill, it is
admitted that all the purchase
money has been paid thereon
except the \$50.⁰⁰ and its interest
therein shown the Court.

Hence the purchase money remaining unpaid on the 21 Acres is as follows viz

Note Interest from Jan. 1st 1894 \$ 50.00

Interest to June 1st 1895

4.25

Estimated Costs this suit toward Bill

\$ 54.25

50.00

Total - - - -

\$ 104.25

Respectfully submitted

J. A. S. Hyatt
Carr.

This report is excepted to in so far as it fails to report the entire 60 acres part of the 120 acre tract of land in Poor Valley, and on the west end thereof, free from lien as is provided in the deed from Elisha H. Sprinkle & wife to Sarah C. Ely. (See deed marked "O") The Carr seems to refer the question to the Court as to whether 21 acres part of the 60 acres on west end of said tract is free from lien, when the deed clearly so provides.

B. H. Semell.

June 5th 1895.

James W. Orr, atty
for Elys.

The Plaintiff excepts to this report in so far as it fails to allow to him the said Plaintiff the \$50. still due by Judge Orr on the land purchased by him from Ely. He as well as Wood had notice of

The fact that Ely had failed to
 pay the lien existing against
~~him~~ the land conveyed
 by him to Sprinkle. And it is
 further accepted to assume the
 Court says the land sold for
 402.59. When the report in
 the case shows that said land
 sold to W P Wood for \$
 and ~~as the~~ if the report of Court
 Hyatt is confirmed in so far as it gives
 the \$500. or now to Wood he should
 be held to pay. The difference \$1450
 his bid. + \$402.59 the amt of Poide-
 mor's lien.

Deane & Hyatt
 for Sprinkle

C. C. Sprinkle
 Court Report
 W. P. Wood
 J. R. Edwards
 Filed by agreement
 June the 1st 1895
 C. W. Muncy, clk

See Examinations inside
 on.

Court fee \$10.00

Judge Ovi purchased with full notice
 of these proceedings and with full notice
 of the judgment of the Poide-mors as
 well as the judgment of W P Wood and
 must abide the proceedings in this
 case, he is a purchaser pendente lite

Deane & Hyatt
 for Sprinkle

L. P. Hyatt
Special Commissioner:

The confirmation of the sale herein
reported is excepted to, because, ~~because~~
R. J. Wood purchased the said 2 1/2 acre tract
& settled the whole of the purchase
money to the satisfaction
of E. A. Sprinkle. ~~March~~, 3, 1896
Mountain Brook
for R. J. Wood.

Elisha F. Sprinkle vs. James B. Ely, et als

Chancery.

\$23.97

Received of E. F. Sprinkle, the sum of Twenty-~~Three~~ ^{ninety seven} dollars and ~~seventy two~~ cents in full of my costs as clerk and commissioner in the above styled cause. This Nov. 18th 1895-

J. A. St. John

L. A. G. H.

Received of E. F. Sprinkle the sum of Two dollars and fifty cents in full of my costs in the above styled cause. This Nov. 18th 1895-

C. E. Flanagan
Late Sheriff Lee Co. Va.

C. E. F.

Received of E. F. Sprinkle the sum of five dollars in full of my costs for taking depositions in the above styled cause. This Nov. 18th 1895.

H. C. Joslyn - J. P.

H. C. J.

Received of E. F. Sprinkle Eight dollars and sixty-two cents in full of my costs in the above styled cause, including estimated costs for March Term 1896. This Nov. 18th 1895.

A. B. Munsey Clerk

A. B. M.

Received of E. F. Sprinkle the sum of Fifteen dollars in full of the legal Atty Fee in the above styled cause. This Nov. 18th 1895.

C. T. Sumner
Atty.

C. T. S.

Received of E. F. Sprinkle the sum of one dollar my witness claim in the above styled cause. This Nov. 18th 1895.

Frank Haberm

Haberm.

R.S.S.

Received of E. F. Sprinkle the sum of fifty cents in full of my witness claim in the above styled cause. This Nov. 18th 1895.

R. S. Sprinkle

J. Mink

Received of E. F. Sprinkle the sum of fifty cents in full of my witness claim in the above styled cause. This Nov. 18th 1895.

J. J. Mink

C.C.E

Received of ~~E. F. Sprinkle~~ ~~E. F. Elliott~~ the sum of one dollar in full of my witness claim in the above styled cause. This Nov. 18th 1895.

E. F. Elliott

Wm E.

Received of E. F. Sprinkle the sum of fifty cents in full of my costs as witness in the above styled cause. This Nov. 18th 1895.

Received of E. F. Sprinkle the sum of three dollars in full of my commissions for making sale of land in above styled cause. This Nov. 18th 1895.

L. J. Hyatt.

E. F. Sprinkle

vs $\frac{1}{2}$ Report of Sale
 $\frac{1}{2}$ of L. P. Hyatt
cour.

Jas. R. Ely et al

Filed Feb'y 19th 1896
A. B. Munsey
Clerk

#100

N-OTICE!!

Sale of Land.

E.F.Sprinkle,

vs.

Decree.

J.R.Ely et als.

This cause came on this day to be heard upon the papers formerly read in the cause, the report of sale made by L.T.Hyatt, Special Commissioner, and the petition of J.W. Orr, and was argued by counsel. Upon consideration of which the court doth allow J.W. Orr to file his petition and raise the bid on the land sold by said special commissioner to the sum of \$100.00; and the said commissioner is hereby directed to pay over to the purchaser, E.F.Sprinkle, all money or other thing collected from him as costs, and he will re-sell said land, starting the same at J.W.Orr's bid of \$1000.00, and he will observe ~~the~~ the requirements in all other respects of a former decree in this cause directing him to sell said land and the cause is continued.

Commissioner's Notice!

On the 20th day of July 1896, at the front door of the Court-house of Lee County, I will sell the two tracts of land in the above cause mentioned, and will execute the decree of which the foregoing is a copy. One of said tracts contains 60 acres and the other 21 acres, and both are situated in the Poor Valley about one mile from Ben Hur. The terms of sale will be cash sufficient to pay costs and commissions, and the residue on a credit of one, two and three years. Bonds with good security will be required of the purchaser for the deferred payments.

This June 19th 1896.

L.T. Hyatt

Special Commissioner.

This June 10th 1898.

Special Commissioner.

Deferred payments.

Bonds with good security will be received of the purchaser of the

Commissioners and the residue on a credit of one, two and three years.

Ten per cent. The balance of sale will be cash received and to pay costs and

charges, and both are attached in the book valued about one mile from

the creek. One of said tracts contains 80 acres and the other 21

acres mentioned, and will execute the deeds of which the foregoing

is a copy. I will sell the two tracts of land in the above

On the 10th day of July 1898, at the front door of the Court-

Commissioner's office;

E. F. Sprinkle

vs

J R Ely & also.

to sell said land and the cause is continued.

On the 10th day of July 1898, at the front door of the Court-

Commissioner's office; and he will receive said land, and

shall collect from him 25 cents, and he will receive said land, and

shall collect from him 25 cents, and he will receive said land, and

shall collect from him 25 cents, and he will receive said land, and

shall collect from him 25 cents, and he will receive said land, and

shall collect from him 25 cents, and he will receive said land, and

NOTICE!!

Sale of land.

To the Honorable W.T. Miller, Judge of the Circuit Court for Lee County, Virginia:

The undersigned, who was, by a decree rendered by your honor's court of chancery in the chancery cause of E.F. Sprinkle vs. J.R. Ely et als. on the 6th day of March 1896, directed to re-sell said tract or tracts of land, starting the same at J.W. Orr's bid of \$100.00, begs leave to report as follows:

I advertised said land for re-sale by posting written notices thereof at the front door of the Court-house and at other places in the neighborhood where the land lies. A copy of said notice is here filed as a part of the report.

On the 20th day of July 1896, the day mentioned for day of sale in said notices, I offered said land for re-sale at the front door of the Courthouse, at the noon recess of the court, when E.F. Sprinkle bid for said land the sum of two hundred and sixty dollars, and that being the highest bid offered for said two tracts of land the same were knocked down to him at that price.

The said Sprinkle, at the former sale, having produced to me the receipts of the parties entitled for their ~~extra~~ costs, I did not require of him the payment of the costs of the suit in cash except as to the additional costs of the Clerk and the additional Commissions for the sale. Mr. Sprinkle produced to me the receipt of the Clerk for his additional costs and the same together with my receipt for \$10.00 commissions is herewith filed.

I did not require of the purchaser his bonds for the deferred payments for the reason that the price of the land is going to him, that is, the land was sold for a lien held by him.

I can fully recommend the confirmation of this sale. I have been on the land recently, and I consider that it sold for more than it is actually worth.

Very respectfully submitted,

L. P. Hyatt
Commissioner.

E. F. Sprinkle
V.B. 3 In Chy.
J. R. Ely et al.

Report of R. T. Hyatt
Comr. of re-sale
of lands.

Filed Oct. 14th 1896.
A. B. Munsey
Clerk

Virginia

Circuit Court for Lee County
To the Hon. W. G. Miller, Judge
of the said Court:

The undersigned was, by decree of your honor's court of Chancery rendered in the Chancery cause of E. F. Sprinkle vs. James R. Ely et als., on the day of November 1896, appointed a commissioner and as such directed to make, execute and acknowledge a deed conveying the lands heretofore sold by him by order of court, to E. F. Sprinkle.

Now your Commr. begs leave to report that he has made executed and acknowledged the deed as directed and herewith files the same for ~~the~~ inspection and approval by the Court.

Very Respectfully
L. F. Ryan,
Commr.

E. F. Sprinkle

Report of Deed

vs. L. T. Hyatt, Comr.

J. R. Ely et als

Filed Feby 12 1897.

A. B. Munsey clerk.

Measurements of
trees across the
stump by J.B.F.
Habermel & filed
with his deposition

'A'

1	Paper	Tree	24	in	Crash	the	Stump	28
1	"	"	24	"	"	"	"	31
1	"	"	23	"	"	"	"	30
1	"	"	23	"	"	"	"	29
1	"	"	29	"	"	"	"	28
1	"	"	23	"	"	"	"	27
1	"	"	24	"	"	"	"	26
1	"	"	23	"	"	"	"	25
1	"	"	24	"	"	"	"	24
1	"	"	18	"	"	"	"	23
1	"	"	24	"	"	"	"	22
1	"	"	20	"	"	"	"	21
1	"	"	27	"	"	"	"	20
1	"	"	19	"	"	"	"	19
1	"	"	21	"	"	"	"	18
1	"	"	25-	"	"	"	"	17
1	"	"	25-	"	"	"	"	16
1	"	"	24	"	"	"	"	15
1	"	"	20	"	"	"	"	14
1	"	"	20	"	"	"	"	13
1	"	"	20	"	"	"	"	12
1	"	"	24	"	"	"	"	11
1	"	"	24	"	"	"	"	10
1	"	"	31	"	"	"	"	9
1	"	"	23	"	"	"	"	8
1	"	"	25-	"	"	"	"	7
1	"	"	25-	"	"	"	"	6
1	"	"	24	"	"	"	"	5
1	"	"	28	"	"	"	"	4
1	"	"	34	"	"	"	"	3
1	"	"	30	"	"	"	"	2
1	"	"	33	"	"	"	"	1
1	"	"	30	"	"	"	"	
1	"	"	32	"	"	"	"	
1	"	"	18	"	"	"	"	

1	11	24
1	11	24
1	11	18
1	11	20
1	11	24
1	11	36

Oaks trees

1	11	23 in	Crane	The	Stump
1	11	22	11	1	1
1	11	24	11	1	1
1	11	24	11	1	1

1 Paper tree cut and left 24 in

This deed made on this 10th day
of October 1890 between Sarah C.
Ely and Charles N. Ely of the first
part and Eliska F. Sprinkle of the other
part all of the county of Lee and
State of Virginia witnesseth that for
and in consideration of the sum of
Seven hundred and fifty Dollars to
them in hand paid by the party of
the second part to the party of the
~~first~~ ~~party of the~~ first part the receipt
of which is hereby acknowledged the
parties of the first part have this day
bargained sold and by these presents do
bargain sell convey and deliver to the
party of the second part one certain
tract or parcel of land situate in the
county of Lee and State of Virginia
adjoining R. D. Flanary's land and others
containing Sixtyfour acres be the same
more or less and bounded as follows to
wit Beginning at a stake corner
to Charles Garretts land and with his line N 29³/₄
W 36¹/₄ Poles to a stake corner to R. D. Flanary's
land S 82¹/₄ W. 132 Poles to a stake on an old
original line we passed a tripple chestnut
corner at the end of 50 Poles then with an
old road S 25¹/₄ W 5 Poles to stake S 38¹/₄ W

6 Poles to Stake S44°W 21. Poles to chestnut.
and Stake corner to Francis Garretts
land and with a division ^{line} said Garretts
line S46½°E 110 Poles to a Stake in
the Sulphur Spring road and with it
N45½°E 127½ Poles to the Beginning
to have and to hold the said tract
or parcel of land with all the
appurtenances thereto belonging forever
and the parties of the first part
will forever warrant and defend
against the claim or claims of any
and all persons whomsoever witness
the following signatures and seals
this the day and year first above
written

Sarah C. Ely (seal)
Charles N. Ely (seal)
James R. Ely (seal)

State of Virginia, County of Lee, to-wit: -

I, John B. West, a Notary Public for said
county, in the state aforesaid, do certify
that Sarah C. Ely and Charles N. Ely
and James R. Ely, whose names are signed
to the foregoing deed, bearing date October
10th 1890, have acknowledged the same before
me in my said county.

Given under my hand this, 26th, day of
March 1891

John B. West, N.P.

C. F. Sprinkle
From { Deed
Sarah C. Eby &
Charles N Eby

"B"

This deed made and entered into on
this 10th day of October in the year
1890 by and between Elisha F. Sprinkle
and Jennie Sprinkle his wife of the first
part and Sarah B. Ely of the other part
all of the county of Lee and State of
Virginia witnesseth that for and in
consideration of the sum of nine
Hundred dollars to them in hand ~~paid~~
paid the receipt whereof is hereby
acknowledged the parties of the first
part have this day bargained sold and
delivered to the party of the second
part one certain parcel or tract
of Land lying and being in the
county of Lee and State of Virginia
in poor valley containing by estimation
one hundred and twenty acres be the
same more or less and bounded
as follows to wit Beginning at a
Stake in the county road in poor valley
where Mrs. Rhodons western line crosses
said road thence westward with said
road as it meanders Poles to a stake
where the line of said E. F. Sprinkles
crosses said road before this said tract
is out of them N 9 $\frac{3}{4}$ W Poles to a
fallen Water Oak and standing white oak &

with his line glogwood corner to David Penning land and
N 34° W 83 $\frac{3}{4}$ Poles to a low rock stake and
two small chestnut sprouts on the Fisher
line then with said Fisher line S 79
W 210 Poles to a stake on top of the
Stone mountain where the said Fisher
line crosses said mountain thence
Eastward along and with the top of said
mountain as it meanders 344 Poles to a
stake corner to the said Mrs Rhodons
land and with her line S 31 $\frac{1}{2}$ E
Poles to a stake in the poor valley
road the Beginning to have and
to hold the said tract or parcel
of Land with all the appurtenances
there to belonging forever and the
Elisha F Sprinkle and Jennie his
wife will warrant generally the
the title to the above described

tract and witness the following signatures
and seals ^{we here by retain the record} this the day and year first
seen 60. above to be accepted
above written E. F. Sprinkle (seal)
on the west end of the place Virginia Sprinkle (seal)
free from claim
until the williams lease is satisfied

Virginia Lee County to wit

J. H. Cox a justice of the peace in and for the
County and State aforesaid do certify that
E. F. Sprinkle and Jennie Sprinkle his wife whose
names are signed to the within deed bearing date
on the 10th day of October 1890 personally appeared
before me in my County aforesaid and acknowledged
the same to be their act and deed
Given under my hand this Nov 24th 1890 J. H. Cox, J. P.

Virginia Lee County to wit:

In the office of the clerk
of the said county the 28th day
of March 1891, this deed was
presented and together with
the certificate thereto un-
nixed admitted to record.

Teste John R. Gibson
Clerk.

Elisha F. Sprinkle
and wife Deed
to Sarah C. Ely

Recorded Deed
Book 26 P. 4817

J. R. Gibson
att

Mortgage

J. 100
C. 125
525 Paid

Mar. 25 (1891)

This contract made this 13th day of June
1892, by and between James R Ely, Sarah C
Ely & Charles H Ely of the one part, and
Newton Wygal of the other part, all of
Lee County Virginia, Witnesseth that the
said parties of the first part, have this
day sold and delivered to the party of
the second part a lot of poplar & oak
logs, ^{cut &} on the land purchased by said Sarah C
Ely from Elisha H Sprinkle and lying in
said County in Poor Valley and near the
L. & N. R. R. for which the said Wygal is
to pay the said parties of the first part
\$4.50 per 100 feet, and the said logs
having been measured, the amount of
said purchase is \$325.⁰⁰ and the said Wygal
has paid down to said parties of the first
part and assumed to others the full
amount of said purchase money.
Witness our hands and seals.

J. R. Ely *read*
Sarah C. Ely *read*
C. H. Ely *read*
Newton Wygal *read*

James R Ely & others
with Contract
Newtown Wygal.

(marked)
"N"

F

Virginia

At a circuit Court continued and
held for Lee County at March 15th 1893.
E. F. Sprinkle Plff vs In Chancery
against
James B. Ely et al Defts

It is adjudged ordered
and decreed, that a rule be awar-
ded, against Newton Hygal
returnable to the first day of
the next term of this Court
to show Cause if any he can
why he should not be fined
and attached for selling
hauling away and removing
the lumber cut, sawed and
manufactured from the logs
cut from the land in the
(1 Copy) Bill and proceedings mentioned
And this Cause is continued.

A Copy

Lester J. Hyatt

E. F. Sprinkle
vs Rule

J. O. Ely et al

To 1st day June Term 1893

Executed April
the 20. 1893 by
delivering and
officer copy of the
within rule to
Newton Wygal
This April the 21. 1893
C. E. Flanagan. S. J. C.

Free for copy 78^{cts}

4 April 20

\$402.59
 .013

120777

40259

~~523367~~

402.59

407.82

43.42

451.24

300.00

151.24

92

30248

78.00

18.02

11.72
4.20

457.24

18.02

\$475.26

95 - 8 19
95 - 6 1
 2 18

.01
.003

.013

50.00

~~.65000~~

54.28

54.80

20.79

\$75.59
 .05

3.7795

74.59

\$78.37

KNOW ALL MEN BY THESE PRESENTS, That we

E. F. Sprinkle

are held and firmly bound unto the Commonwealth of Virginia, in the sum of

Six Hundred

dollars, to the payment whereof, well and truly

to be made to the said Commonwealth of Virginia, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, hereby waiving the benefit of our homestead exemptions as to this obligation, and any claim, right, or privilege to discharge any liability arising under this bond, or by virtue of said office or trust, in any currency, funds, counter claims or offsets other than legal-tender currency of United States. Sealed with our seals, and dated 16th day

of June, one thousand eight hundred and ninety two

The Condition of The Above Obligation is Such, That whereas the above bound

E. F. Sprinkle

on

his

bill in Chancery against

J. R. Ely et al

addressed to the Judge of the circuit court of the county of Lee, has obtained from the said Judge an injunction to injoin and restrain

the said Elys & all other persons from cutting or disposing of any timber cut or removed from the land in the bill mentioned on which said Sprinkle retained him

until the future order of the said court; and whereas it is provided, by the order of the said Judge awarding the said injunction, that the plaintiff shall not have the benefit thereof until

he

, or some one for

him

, shall enter into a

bond, with good security, in the clerk's of of the said court, payable to the Commonwealth of Virginia, in the penalty of Six hundred

Dollars, and conditioned to pay all such costs as may be awarded against the said plaintiff, and all such damages as shall be incurred in case the said injunction be dissolved. Now, therefore, if the said E. F. Sprinkle shall pay all such costs as may be awarded against him, and all such damages as shall be incurred in case the said injunction be dissolved, then this obligation to be void, or else to remain in full force and virtue.

Executed in the presence of

J. A. G. Hyatt

E. F. Sprinkle

(SEAL)

N. S. Cox

(SEAL)

(SEAL)

In the Clerk's Office of the Circuit Court of the County of Lee

This day personally appeared before me J. A. G. Hyatt, clerk of the circuit court of the county of Lee

and made oath that he has estate, after the payment of all his just debts, and those for which he is bound as security for others and expect to pay, worth the sum of One Thousand dollars, over and above exemptions allowed by law.

Given under my hand this 16 day of

Teste:

June 1892
J. A. G. Hyatt Clerk.

E. F. Sprinkle
vs ³ Band

J. R. Ely et al

Filed June 16/89
J. A. Hyatt

11 Grt -

1 Grt -

1 Road -

5 Mun -

10 Sngl

95.

Forest

10 Cont

1 E. F. Sprinkle.
2 vs } Luchey
3 James R. Ely et al
4

5 The amended bill filed
6 in the above styled cause
7 is excepted to.

8 1st Because it is filed at
9 rules without having of
10 the Court, and as an amended
11 bill original bill, to which
12 there had been an appearance.
13 2^d Because it seeks to set
14 up a separate and distinct
15 cause of complaint from
16 that obtained in the said
17 original bill.

18 March 12th 1894,

19 James M. Orr
20 B. H. Swallow
21 Atty. for Ely & Co.
22
23
24
25
26
27
28
29
30
31
32

E. H. Spruice

as E. R. Stephens.

James R. Ely et al

on Ex to
successors

The Commonwealth of Virginia.

To The Sheriff Of Lee County Greeting:

We Command You to Summon

*J. M. Ely, & W.
Ely and Sarah Ely*

To appear at the Clerk's Office of the Circuit Court of Lee County, at the Courthouse on the first Monday
in *July* next, being rule day to answer a bill in Chancery exhibited in our said Court
against *them* by *E. F. Sprinkle*

And have then and there this writ. Witness, J. A. G. Hyatt, Clerk of said Court at the Courthouse.
This *20th* day of *June* 18*92*, in the 11th year of the Commonwealth.

A Copy Teste

J. A. G. Hyatt Clerk.

The required bond having been executed & filed, the Defendants & each of them and all persons are restrained from selling, removing, or in any way disposing of the timber cut from & remaining on the lands in the bill & exhibits mentioned, conveyed by the Com. plaintiff to the defendant Sarah E. Ely and on which he retained a vendors lien.

Test J. M. Hyatt

(24m)

C. F. Sprinkle
 in Sparrow
 vs
 S. E. Ely et al
 To 1st July Rules 1892.

Executed by delivering
 an office copy of the
 within Sparrow
 to S. E. Ely and Sarah, E.
 Ely this June 20th 1892.
 J. M. Weston Deputy for C. E.
 Flanary S. E. Ely
 full set executed by delivering
 an office copy of the within
 Sparrow to S. E. Ely
 Ely June 20th 1892
 J. M. Weston Deputy Sheriff
 for C. E. Flanary S. E. Ely

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU TO SUMMON

W. W. Elliott

to appear before ^{a Court} ~~the Judge~~ of our Circuit Court of Lee County, at the court-house thereof on the ^{2nd} day of *November* 189*3*, to testify and the truth to say in behalf of the *Plff*

Elisha F. Sprinkle in a certain matter of controversy in our said Court, before the said Judge depending and undetermined between *said*

E. F. Sprinkle

Plaintiff

and

James O. Ely et al

Defendants:

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-house, the *31st* day of *October* 189*3*, and in the *11*^{*8*} year of the Commonwealth.

A. B. Munsey Clerk.

E. F. Sprinkle

Yes {

SUBPENA
FOR
WITNESS.

J. R. Ely et al

Circuit Court, the 2nd day of

Nov. 1893.

Executed by
Summoning the
within witness
W. P. Sprinkle
C. F. C.

The Commonwealth of Virginia,

To the Sheriff of the County of Lee---Greeting:

WE COMMAND YOU, That you summon

James R Ely, Sarah C Ely
Charles M Ely


to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held for the said
Court on the *1st* Monday in ~~July~~ *August*, 189*4*, to answer a bill in Chancery,
exhibited against *them* in our said court by *E F Sprinkle*

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-house, the

4th day of *June*, 189*4*, and in the 11 *8th* year of the
Commonwealth. *A. B. Munsey* Clerk.

vs. { SUPCENA
IN CHANCERY.

p. q.

To  Rules,
Circuit Court.

The Commonwealth of Virginia,

To the Sheriff of the County of Lee---Greeting:

WE COMMAND YOU, That you summon

*James R Ely, Sarah C Ely
and Charles R Ely*

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held for the said
Court on the *1st* Monday in ~~July~~ *August*, 189*4*, to answer a bill in Chancery,
exhibited against *them* in our said court by *E F Sprinkle*

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-house, the
4th day of *June* 189*4*, and in the 11 *8th* year of the

Commonwealth.

A B Munsey Clerk.

1.50
1.20
1.50
1.00

4.20

27 Aug 2. 1884

E. F. Sprinkle

vs. { SUPRENA
IN CHANCERY.

James R. Ely et al

Duncan & Hyatt p. q.

To 1st August Rules,
Circuit Court.

Executed Aug 2. 1884
in part by delivering
an official copy of the
writ in answer to
James R. Ely and
Sarah. G. Ely this
Aug the 6. 1884
C. E. Flanagan

S. Z. C

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon

*J. R. Ely, Sarah L. Ely and
C. N. Ely*

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held for the said Court on the *3rd* Monday in *February*, 189*4* to answer ^{*an amended*} bill in Chancery, exhibited against *them* in our said court by *E. F. Sprinkle*

And have then there this writ.

Witness, A. B. MUNSEY, Clerk of our said Court, at the court-house,

the *16th* day of *February* 189*4*, and in the *11 8th* year of the Commonwealth.

A. B. Munsey Clerk.

E. F. Sprinkle

vs. { SUBPÆNA
IN CHANCERY.

J. R. Ely et al.

Duncan & Hyatt p. q.

To 2nd Feby Rules,

Circuit Court.

Executed Feb. 16. 1894

by delivering and affixing

copy of the within return

to J. R. Ely, Charles W.

Ely, and Sarah C. Ely

C. C. Flannery, S. L. C.

LAWYER'S FILE COVER.

Court No. _____ Office No. _____

Complainant Court _____

E. F. Sprinkle

vs.

James R. Ely et al.

Place of Residence _____

Place of Residence _____

Amount of Claim _____

Received _____ 13

Cancelled _____ 18

Forwarded _____

for Collection

Resides at _____

Instructed to _____

James R. Ely et al.

Plaintiff

James R. Ely et al.

NOTES

H.C. \$11.72 to Jan 1895

M.C. 7.54

Sheriff 4.20

Court 12.25: Hyatt

JP 5.00 Joslyn

Mits 3.50

att'y 15.00

Estimate 5.00

\$64.21

CASE

And Thomas

*See vests on back on
East end. Land from the
old Ely in the valley*

*\$370.00. Paid to
Mearns due
+ Int. Mearns has
paid. Learning Mearns
+ costs Int. to Mearns*

*\$450. paid to Mearns
+ Int. Mearns has
get done*

OF THE CASE.

RECEIVED AND DISBURSED.

Dr.

Cr.